

IFB # MAPC 2022 – Road Paint
Due Date: November 16, 2022 1:00 PM.
Public Works Services and Materials

Invitation for Bids (IFB)
MAPC 2022 – Road Paint
For
Public Works Services and Materials

Metropolitan Area Planning Council
(MAPC)

On behalf of:

Boston, Brookline, Cambridge, Everett, Medford, Revere, Somerville, Quincy,
and the Massachusetts Bay Transportation Authority (MBTA)

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Legal Notice of Invitation for Bids for Public Works Services

The Metropolitan Area Planning Council (MAPC) representing the following municipalities and government agencies: Boston, Brookline, Cambridge, Everett, Medford, Revere, Somerville, Quincy, and the Massachusetts Bay Transportation Authority (MBTA) invites bids for the following public works services and materials to be provided to the Participating Municipalities and Government Agencies through December 1, 2023:

Description	Estimated One Year Contract Value	MassDOT Prequal. Required
Roadway Paint and Markings	\$3,434,352	Y

MAPC is administering this procurement on behalf of the participating communities and government agencies. MAPC will identify responsible and responsive low bidders and make recommendations of award. Individual contracts will be executed between the Participating Municipalities/Government Agencies and the low bidders. The Participating Municipalities and Government Agencies reserve the right to accept or reject such recommendations and to award contracts with the low bidders as deemed in their best interest. MAPC, the participating municipalities, and government entities reserve the right to accept or reject any and all bids or portions thereof, to waive any informalities in bidding, and to recommend awards as appear in the best interest of the participating communities and government agencies and their members.

Bid documents may be obtained by contacting Kelsi Champley by email at kchampley@mapc.org, beginning October 12, 2022. Massachusetts Prevailing Wage Laws apply to all services. Bid Bonds, Performance Bonds, and Labor & Materials Payment Bonds are required. Sealed bids will be accepted until 1:00 PM, November 16, 2022 through a locked email (MAPCRoadPaint@mapc.org) and through CommBuys at which time they will be publicly opened via Zoom link.

Please note that bids from Bidders not listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are not listed on a waiver contractor bid list as of the day of the bid will be rejected. Vendors are advised that the initial contract term is for one year. Contractors who are not prequalified to provide the services listed for the total Prequal. contract value, but meet the single year waiver threshold, without documented poor performance issues, and want to bid, should submit a

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waiver request at least 2 weeks prior to the bid opening to allow for time to appeal in the event that a waiver is not granted. The estimated value provided in this Invitation to Bid is for one year.

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Section I: Terminology

The following terms, references and conventions have the meaning indicated.

Terms in Use	General Meaning
Participating Municipality(s)/ Government Agencies	Municipalities and Government agencies taking part in this IFB
City Town Municipality	The awarding authority of the Participating Municipality/ Government Agency or its Authorized Representative
Authorized Representative Designee	The person named as such by the Participating Municipality/ Government Agency
Director Director of Public Works Engineer Superintendent	A Participating Municipality's/Government Agency's Authorized Representative or his/her designee or The Participating Municipality's/Government Agency's work performed under Contract manager of the
DPW Department Agency	The Participating Municipality's/Government Agency's responsible for directing the work performed under Contract
Low Bidder(s) Successful Bidder(s)	The Low Bidder with whom a Contract has or may be executed

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Contractor(s)	
Bid Sheet(s)/Form(s)	Bid Form(s)
Proposal Sheet(s)/Form(s)	Bid Price Form(s)
MAPC	The Metropolitan Area Planning Council, administrator of this IFB process

Section II: General Information

1. Introduction

- a. The Metropolitan Area Planning Council (MAPC) is administering this bidding process on behalf of the following Participating Municipalities and Government Agencies:
- b. Boston, Brookline, Cambridge, Everett, Medford, Revere, Somerville, Quincy, and the Massachusetts Bay Transportation Authority (MBTA)
- c. MAPC on behalf of the Participating Municipalities and Government Agencies will identify low bidders and recommend award by Participating Municipalities' and Government Agencies' awarding authorities, which reserve the right to accept or reject such recommendations as deemed in their best interest.

2. About the IFB Documents

- a. All bidders will receive this Invitation for Bids (IFB) which contains all required information for bidders and required forms and the Specifications, Bid Price Forms, and Prevailing Wage information for the item or items for which the Bidder wishes to submit a bid.
- b. See Appendix A, List of Bid Documents for documents that apply to this IFB.
- c. Bidders are required to thoroughly review the IFB and Specifications and promptly notify MAPC of any ambiguity, inconsistency, or error which they may discover. Inquiries concerning the IFB and its contents should be directed to Kelsi Champley via e-mail at kchampley@mapc.org. **No inquiries**

will be accepted within three business days prior to the bid opening.

Response to inquiries that affect all bidders will be issued as addenda. MAPC will not provide, authorize or honor any alleged oral interpretations.

- d. Any Addenda issued will be distributed via e-mail to all parties that have obtained IFB Documents. Alternate arrangements may be made if requested by a bidder.
- e. A bidder may correct, modify, or withdraw a bid at any time until the deadline through the CommBUYS webpage. Modifications made to the emailed bid may be submitted in an additional email with the company name and "Bid Modification No. ____." Each modification must be numbered in sequence, must reference the original IFB and must be signed by the same person who signed the General Bid Form or a surrogate so authorized in writing.
- f. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of MAPC, the Participating Municipalities and Government Agencies, or fair competition as determined by MAPC.
- g. Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids.
- h. Each Bid shall be accompanied by a Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company. The amount of such Bid Deposit shall be five (5%) percent of the value of the Bid, payable to MAPC. This should be submitted as a scanned document. The physical document will be mailed to MAPC at 60 Temple Place, Boston, MA 02111 to Kelsi Champley by the awarded bidder.
- i. The Bid Deposits, if they have been mailed, of eligible Bidders will be returned upon the execution and delivery of a Contract or, if no award is made, upon the expiration of the time prescribed herein for making an award; except that, if any Bidder fails to perform his/her/its agreement to execute a Contract and furnish a Performance Bond and a Labor and Materials Payment Bond if required, his/her/its Bid Deposit shall become and be the property of MAPC, as liquidated damages; provided that the amount of the Bid Deposit which becomes the property of MAPC will not, in any event, exceed the difference between his/her/its Bid price and the Bid price of the next lowest responsible and eligible Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial

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nature, or other similar unforeseen circumstances affecting the Bidder, his/her/its Bid deposit will be returned to him/her/it. The Bid Deposits of Bidders other than the three (3) lowest responsible and eligible Bidders will be returned following award of the Contract.

- j. MAPC and the Participating Municipalities/Government Agencies will not reimburse Bidders for any costs incurred in preparing Bids in response to this IFB.
- k. Submission of a Bid shall be conclusive evidence that the Bidder has examined this IFB and is familiar with all the conditions of the Contract. Upon finding any omissions or discrepancy in this IFB, each Bidder shall notify MAPC immediately so that any necessary addenda may be issued. Failure of a Bidder to investigate completely the IFB and/or to be thoroughly familiar with this IFB shall in no way relieve any such Bidder from any obligation with respect to the Bid.
- l. Note that bids from Bidders not listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are not listed on a waiver contractor bid list as of the day of the bid will be rejected. Vendors are advised that the initial contract term is for one year. Contractors who are not prequalified to provide the services listed for the total Prequal. contract value, but meet the single year waiver threshold, without documented poor performance issues, and want to bid, should submit a waiver request at least 2 weeks prior to the bid opening to allow for time to appeal in the event that a waiver is not granted. The estimated value provided in this Invitation to Bid is for one year. By submitting a Bid, a Bidder indicates acceptance of all terms and conditions of this IFB.
- m. Nothing in this IFB will compel a Participating Municipality/Government Agency to award a Contract. MAPC may cancel this IFB, may waive any informalities to the extent allowed by law, and may reject any and all Bids, if MAPC, in its sole discretion, determines said action to be in the best interest of MAPC or the Participating Municipalities/Government Agencies. MAPC may reject as nonresponsive any Bid that fails to satisfy any of the Bid Submission Requirements.
- n. The Successful Bidder shall, within ten (10) days after presentation thereof by a Participating Municipality/Government Agency, execute a Contract in accordance with the terms of this IFB, in the form of the attached Contract.

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- o. The Successful Bidder who enters into a Contract with a Participating Municipality/Government Agency shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.
- p. A Participating Municipality/Government Agency may terminate any such Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- q. Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the M.G.L. c. 149 §§ 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid opening, to request, if necessary, any additional information on Minimum Wage Rates for those trades who may be employed for the proposed work under any such Contract awarded.
- r. M.G.L. c 30 § 39M and M.G.L. c. 30B shall govern all procedures and are incorporated herein by reference.
- s. For further information, please refer to the succeeding sections, with which each Bidder shall comply in submitting a Bid.

3. Estimated Quantities

- a. This IFB recites quantities of services and/or goods that reflect estimates of the work to be engaged in by the Participating Municipality/Government Agency during the initial contract term. Estimated quantities will be used for comparison of bids, determining the Low Bidder and establishing the Bid Bond/Deposit and Performance Bond amounts. The quantities, as estimated, may or may not be purchased during a contract term. Each Participating Municipality/Government Agency reserves the right to exceed or not meet the estimated quantities as its needs dictate. Participating Municipalities/Government Agencies that have not listed estimated quantities may partake of the goods and services as bid.

4. Pre-Bid Conference

- a. No pre-bid conference will be held for this IFB unless requested by potential bidders.

5. Bidder Eligibility

- a. Bidders must comply with all requirements of this IFB in order to be considered eligible for award.
- b. Please note that bids from Bidders not listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are not listed on a waiver contractor bid list will be rejected.

6. Award

- a. MAPC does not award contracts. MAPC will identify valid Low Bidders (i.e. the responsive—bidders who comply with all requirements for submittal of bids—and responsible—Bidders who are listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are listed on a waiver contractor bid list and whose references are satisfactory to the Participating Municipality/Government Agency —bidders offering the lowest aggregate prices as indicated on the Item-specific Bid Price Forms) and will present the Bidder’s executed Contractual Agreement for Public Works Services to Participating Municipalities/Government Agencies for their action.
- b. Award recommendations will be based on the prices enclosed in bold borders \$ xxx,xxx.xx as indicated on the Bid Price Forms. Bid Price Form arithmetic is apparent.
- c. In the event of mathematical error on extensions of unit prices to total costs, unit prices will prevail.
- d. Low Bidders and Second Low Bidders will be identified for each of the Bid Items shown on the Bid Price Forms as the subject of an award.
- e. In the event of a Tie Bid, the winning bidder will be determined by the following means:
 - 1. Tied bidders will be required to submit revised bids of equal or lower value. Such bids shall be received, opened, and publicly read at a time, date, and place specified by MAPC no sooner than three (3) business days and no more than five (5) days after notification to the tied bidders.

2. By submitting a bid, bidders acknowledge and agree to the tie-breaking method selected by MAPC.

7. Contracts

- a. All Low Bidders and all Participating Municipalities/Government Agencies will be presented with a Contractual Agreement for Public Works Services for execution and inclusion with their bids. One Contract will result for each Bid Item identified for individual award. Each contract will separately and individually bind each Participating Municipality/Government Agency and each Low Bidder. The parties to this Agreement shall not construe the use of a single uniform document signed by a Low Bidder and multiple Participating Municipalities/Government Agencies as a contract with a single entity. Instead, it shall stand as a contract between each Low Bidder and each Municipal/Government signatory. Scheduling, supervision, inspections, financial transactions, disputes and other contractual matters shall remain the affairs of the individual signatories to which they apply, having no direct or indirect bearing on any other party.
- b. The uniform contractual agreement used by all parties shall be the Contractual Agreement for Public Works Services contained in this IFB. (Refer to Form I – Contract). The Contractual Agreement must be completed, signed, sealed (if applicable), and submitted along with the Bid. (See Section 10, How to Submit a Bid)
- c. Contracts resulting from this IFB will be made by and between Low Bidders and individual Participating Municipalities/Government Agencies. Participating Municipalities/Government Agencies make separate local decisions regarding contract execution. MAPC recommendations for award do not constitute a commitment or obligation by its Participating Municipalities/Government Agencies to enter into such contracts.
- d. Contracts resulting from this IFB will be non-exclusive. Participating Municipalities/Government Agencies reserve the right to do work of the type of the type covered by a resulting contract with their own forces or with other contracts.
- e. In addition, Letters of Availability (See Form H) will be executed between the Next Lowest Bidders and Participating Municipalities/Government Agencies to ensure that they will guarantee their bid prices for the applicable contract periods in the event a Participating Municipality/Government Agency

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exercises its rights under General Terms and Conditions, Section 3e: Engaging the Next Lowest Bidder. The Letter of Availability (Form H) must be completed, signed, sealed (if applicable), and submitted along with the Bid. (See Section 10, How to Submit a Bid.)

- f. Contracts will be in effect from their dates of execution through September 10, 2022. Due to the valuation of the estimated quantities, this contract will only be for one (1) year.

TERM FROM THRU		
Initial Term	Execution date	December 1, 2023

- g. MAPC and the Participating Municipalities/Government Agencies reserve sole discretion to extend contracts.
- h. In the event new contracts have not been procured and awarded by December 1, 2023, MAPC and Participating Municipalities/Government Agencies may elect to extend current contracts for an additional period of time until new contracts have been procured and awarded.
- i. In no instance shall any contract term, including extensions, exceed three (3) years in total.
- j. Except as provided elsewhere in this IFB, there will be no change in the terms and conditions, proposal prices, or products offered during the contract periods.
- k. All general requirements and terms and conditions contained in the "GENERAL INFORMATION" section of this IFB shall become part of and contained in any resulting Contract, except that terms, conditions and requirements peculiar to specifications for named types of work shall supersede.
- l. Bidders are required to certify at the time of contract execution, using the form contained in this document entitled Certification of Tax Compliance (Form C) that they have met all Massachusetts tax obligations as a condition of eligibility to contract with Participating Municipalities/Government Agencies. Participating Municipalities/Government Agencies are prohibited by law from executing Contracts without this Certification.

- m. This IFB document and all included forms and requirements will be incorporated into all resulting contracts.

8. Price Adjustment Clauses

- a. MassDOT has notified all cities and towns in the Commonwealth of Massachusetts that there are new price adjustment requirements that must be included in the bid documents for contracts to be funded by Chapter 90 funds. All municipalities are required to include price adjustment clauses for diesel fuel, gasoline, liquid asphalt, Portland cement concrete, and steel.
- b. This IFB hereby incorporates the MassDOT specific contract language for the required price adjustment clauses for diesel fuel, gasoline, liquid asphalt, Portland cement concrete, and steel. Copies of these Special Provisions can be found in Appendix E, Price Adjustment Clauses and on the MassDOT website.
- c. Base Prices for these items will be the fixed prices determined to be in place as of the date of bid as posted on the MassDOT website.
- d. All scheduled work will be performed at the prices in effect at the time the work is performed.
- e. In the event that scheduled work is postponed by the Contractor, pricing will be locked-in at the pricing applicable to the originally scheduled work period.
- f. In the event that scheduled work is postponed by the Participating Municipality/Government Agency, Paragraph C above shall apply.

9. Applicable Laws and Certifications

- a. This Invitation for Bids [IFB] is a collective procurement issued by the Metropolitan Area Planning Council on behalf of the Participating Municipalities/Government Agencies pursuant to M.G.L. c.7, s.22B.
- b. Municipal governments are exempt from Massachusetts sales tax and U.S. excise tax.
- c. Bids are subject to the laws and certifications noted in the following table:

	MGL c.30 s.39 M Applies	MGL c30B Applies	Prevailing Wage Law	MassDOT Prequalification
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			Applies	or Waiver Required
Road Paint and Pavement Markings	Y	Y	Y	Y

- d. Low Bidders must provide proof of possession in good standing of all applicable licenses and must obtain, prior to performing contract work, all permits required by the Towns in which work is performed unless waived by the appropriate issuing authority.
- e. Vendors must be listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or be listed on a waiver contractor bid list.
- f. Contractors must pay their employees the Prevailing Wages provided to the awarding authority by the Massachusetts Division of Occupational Safety pursuant to MGL c.149.
Prevailing Wage information and rates are normally included in the IFB documents.
Occasionally, the required documents may be delivered to bidders under separate cover. Awarding authorities will require copies of certified payrolls before payments can be made to contractors for work performed.
- g. Low Bidders must provide proof of possession in good standing of all applicable licenses and must obtain, prior to performing contract work, all permits required by the Towns in which work is performed unless waived by the appropriate issuing authority.

10. How to Submit a Bid

- a. Bids must be submitted via CommBUYS and through the emailed lockbox (MAPCRoadPaint@mapc.org) by attached pdf files by no later than 1:00 PM EST on November 16, 2022.

No late bids shall be accepted. No faxed bids shall be accepted. Bids submitted to email addresses other than the approved email will not be accepted. Conditional bids will not be accepted.

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- b. Bids from Bidders not listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are not listed on a waiver contractor bid list will be rejected.
- c. Note that bids from Bidders not listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are not listed on a waiver contractor bid list as of the day of the bid will be rejected. Vendors are advised that the initial contract term is for one year. Contractors who are not prequalified to provide the services listed for the total Prequal. contract value, but meet the single year waiver threshold, without documented poor performance issues, and want to bid, should submit a waiver request at least 2 weeks prior to the bid opening to allow for time to appeal in the event that a waiver is not granted. The estimated value provided in this Invitation to Bid is for one year.
- d. Bids must be submitted on the accompanying applicable Bid Price Forms. All blanks must be marked with a bid price or an extended price, or marked out so as to clearly indicate the Bidder's intentions.
- e. Bids must be signed and dated by an authorized representative of the Bidder and accompanied by proof of authorization (e.g. certificate of corporate vote, corporate seal, etc.) when representing a business entity other than a sole proprietorship.
- f. Out of State Bidders – Bidders having their place of business outside of the Commonwealth of Massachusetts are considered a “Foreign Corporation”, as defined in M.G.L. c.181. Each Out of State Bidder shall furnish certification from the Secretary of State verifying qualification to do business in the Commonwealth in accordance with M.G.L. c.30, s§39L. g.
- g. Bid Submittal CHECKLIST
One (1) submission for each bid as follows:
 - Submission contains the following items properly completed and fully executed. Please submit only the listed required forms and documents and in the order requested. Do not include copies of the IFB and specifications:
 - An acceptable form of Bid Bond (see Section 14)

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- The Bid Price Form(s) that applies to the Item(s) being bid.
 - Form A – the General Bid Form
 - Form B – Certificate of Non-Collusion
 - Form C – Certificate of Tax Compliance
 - Form D – Conflict of Interest Certification
 - Form E – Certificate of Corporate Bidder
 - Form F – Certificate of Compliance with M.G.L. c. 151B
 - Form G – Certificate of Non-Debarment
 - Form H –Letter of Availability
 - Form I – an originally executed Contractual Agreement for Public Works Services
 - A list of References numbering not less than three (3) Massachusetts municipalities with specific, complete, current and accurate contact information.
 - A list of Subcontractors to whom the Contractor may sub-contract any of its scheduled work.
 - A list of municipal work performed within the past three (3) years.
- h. Bonds, insurance certificates and any other documents required to be included in the completed contracts will be obtained from Low Bidders by the Participating Municipality/Government Agency upon their certification of the Official Bid Results by MAPC.
- i. Bids from Bidders not listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are not listed on a waiver contractor bid list will be opened and retained by the Participating Municipality/Government Agency and rejected for being non-responsive.

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- j. Prices as Bid shall remain firm 1) for the term of the Contract; and 2) for all work in the categories bid regardless of an individual Participating Municipality's/Government Agency's work quantities. Only those items listed in Section 8, Price Adjustment Clauses shall be subject to price adjustment.
- k. Bids shall remain valid and in effect for a period of sixty (60) days beyond 1) the initial date of opening and 2) the end of the specified contract periods to allow sufficient time for action by Participating Municipalities/Government Agencies.
- l. Low Bidders shall process and deliver required Contract documents within seven (7) calendar days of receipt of notification by Participating Municipalities/Government Agencies of their "Intention to Award a Contract".

11. Bid Pricing

- a. The unit price for any item, bid and contracted for, unless otherwise noted or specified, shall include full compensation for all labor, equipment, materials, tools, mobilization, demobilization, administration and overhead, and incidental work necessary to complete the item to the satisfaction of the Municipality. The prices without exception, shall be net, not subject to discount, and shall include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work.
- b. The unit price for each and any item, bid and contracted for, shall include the Contract Administration Fee as described in Section III, Terms and Conditions.

			Estimated Quantity Total	x Bid Price / Unit	=
2. PW SERVICE					\$ 97,178.00
1) Depth of 1"	ADD(DEDUCT)	@		(0.20) /SqYd	
2) Depth of 2"	70,700	x		1.09 /SqYd	\$ 77,063.00
3) Depth of 3"	ADD(DEDUCT)	@		0.25 /SqYd	
4) Depth of 4"	13,500	x		1.49 /SqYd	\$ 20,115.00

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5) Night Work Differential	ADD(DEDUCT)	@	0.50/SqYd
6) Casting Adjustments			
a) Catch Basins/Manholes	-	@	110.00 Each
b) Water & Gas Gates	-	@	95.00 Each

12. Completing the Bid Price Forms

- Normally, all prices called for contribute to the calculation of an award amount. There may be exceptions, in which case, all unit prices called for must be bid in order for a bid to be considered valid.
- Unit prices preceded by “x” and followed by “=” indicate an extended price must be calculated.
- Unit prices preceded by “@” indicate a bid that will serve as the price for work Towns need to do at a later date, but have not indicated quantities at this time. DO NOT EXTEND these calculations. They will not calculate into the award amount, but may be used to determine the reasonableness of a bid.
- “ADD (DEDUCT)” amounts must be bid, although they do not figure in the award calculation.
- Place the sum of the extended prices in the bold box next above in the column of extensions. Where the extended price is in the bold box, that amount will be the basis of award.

13. MBE/WBE Participation Goals

- Low bidders who accept contract awards will be required to comply with any and all Minority Business Enterprise (MBE) and Women’s Business Enterprise (WBE) policies and participation goals of the Participating Municipalities/Government Agencies. Bidders must submit any required MBE/WBE Forms/Letter of Intent & Schedules of Participation required by a municipality to that municipality for acceptance prior to beginning any scheduled work.

14. Bonds

- All bids must be accompanied by a Bid Bond or a certified/bank check in the amount of 5% of the estimated value of the work bid upon by a single

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contractor as a guarantee that the bidder will honor the bid and execute a contract with Participating Municipalities/Government Agencies, subject to forfeiture upon failure of such. (“Estimated value” equals the sum of all work bid on the basis of estimated quantities.) Bid Bonds must remain in effect for a period of not less than 60 days after the bid opening.

- b. Low bidders’ bid bonds will be returned upon execution of the contract, complete with supporting documents.
- c. Second low bidders’ bonds will be returned upon verification of receipt of their Letter of Availability.
- d. A Performance Bond in an amount of not less than 50% of the estimated value of the contract work will be required of all bidders as part of their contracts for services.
- e. A Labor and Materials Payment Bond in an amount of not less than 50% of the estimated value of the contract work will be required of all bidders as part of their contract for services bid under M.G.L.c.30, s.39M (see Section 9 – Applicable Laws and Certifications).

15. Insurance and Indemnification

- a. Low Bidders shall be required to provide Insurance Certificates as part of the contract documents demonstrating that the following forms and limits are in effect during the term of the Contract:

General Liability		
• Comprehensive Form Including:	Aggregate	\$2,000,000
	Each Occurrence:	\$1,000,000
Premises/Operations		
Underground Explosion & Collapse Hazard		
• Products/ Completed Operations	Aggregate	\$2,000,000
• Personal Injury	Per Person	\$5,000
• Fire Damage	Each Occurrence	\$50,000

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Automobile Liability		
• All Owned Vehicles	Bodily Injury &	\$1,000,000
• Hired Vehicles	Property Damage	
• Non-Owned Vehicles	Combined	
Workers compensation & Employers Liability		
• As Required by	Each Accident	\$500,000
commonwealth of	Bodily Injury by	\$500,000
Massachusetts	Disease (Policy Limit)	
	Bodily Injury by	\$500,00
	Disease (Each	
	Employee)	
Excess Liability, Umbrella Form		
	Aggregate	\$2,000,000
	Occurrence	\$1,000,000

- b. Participating Municipalities/Government Agencies shall be named as Additional Insured and shall be provided with copies of actual policies upon request.
- c. All insurance policies shall be in force from the time of execution of the Agreement to the date when all work under the contract is completed and accepted by the Participating Municipalities/Government Agencies. Contractors shall notify the Participating Municipalities/Government Agencies should coverage become unavailable or if its policy should change.
- d. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Participating Municipalities/Government Agencies at least 15 days prior to the intended effective date thereof, which date should be expressed in said notice.
- e. Contractors shall also be required to provide to each Participating Municipalities/Government Agencies with their proof of insurance

coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Participating Municipalities/Government Agencies is named as an additional insured on each such policy.

- f. Contractors shall indemnify, defend, and save harmless the Participating Municipalities/Government Agencies, and all of its officers, agents, and employees against all suits, claims of liability of every name and nature, for or on account of any injuries to persons or damaged to property arising out of errors, omissions, or negligence of Contractors in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this contract, whether by himself or his employees or subcontractors. Contractors shall agree to the indemnification clause found in the Contract, Form I.

Section III: Terms and Conditions

16. Normal Hours of Work

- a. Normal Hours of Work shall be between the hours of 7:00 AM and 4:00 PM, Monday through Friday, unless otherwise specified. Work shall not be performed on Saturdays, Sundays, Holidays or other than during Normal Hours of Work without express authorization from the Participating Municipalities'/Government Agencies' Authorized Representative as identified in the Contract documents.

17. Safety

- a. Police details will be scheduled and paid for by Participating Municipalities/Government Agencies unless otherwise specified in the bid documents.
- b. Contractors that cancel scheduled work to which police, flag people or public works personnel are assigned on an additional pay basis are subject to contract back charges for costs incurred at the discretion of Participating Municipalities/Government Agencies.
- c. It is the Contractor's responsibility to contact DIG SAFE or any other utility company not notified per Dig Safe such as the municipal sewer department or light company.

- d. Contractors will be familiar with and conduct operations as required by OSHA regulations at all times.
- e. Contractors will immediately advise a Participating Municipalities/Government Agencies of inspections conducted by OSHA at the work site, and immediately provide copies of citations and violations to the Participating Municipalities/Government Agencies.
- f. A bidder filing a bid concerning materials containing toxic or hazardous substances must submit a Material Safety Data Sheet with such bid. This document must accompany any deliveries of materials containing such substances when made by the successful bidder, its agent, or contractor. A bidder agrees to comply with the so-called "Right-To-Know Law", M.G.L. Chapter IIIF, in respect to the labeling, handling and delivery of substances subject to the jurisdiction of said law.

18. Equality

- a. The words "or equal" are hereby inserted immediately following the naming or describing of each article, assembly, system or any component part thereof in the contract, or in the proposal, special provisions, plans, specifications, addenda or other documents incorporated in and made a part of the contract.
- b. Optional Proposal for an Equal. Although the words "or equal" are used herein in connection with the Specifications, such words shall be disregarded in submitting any bid. Every bid shall be submitted on the basis of the specific or specifics named; and the selection of the successful bidder shall be governed by the bids submitted on such basis. No bidder shall submit a bid on the basis of the specific or specifics named unless it is able and willing to execute and perform a contract on the basis of the specific or specifics named. Any bid may however, be accompanied by an optional proposal specifying an alternate which the bidder considers the equal to all of the specific or specifics named and the amount by which the contract unit price or prices would be increased or reduced by the substitution of such alternate. The alternate shall be substituted if, but only if, MAPC accepts such optional proposal before executing the contract, and simultaneously with the execution of the contract, amends the contract by incorporation such accepted optional proposal with an adjustment of the contract price in conformity therewith.

19. Subsurface Conditions

- a. If, during the progress of the work, the Contractor or any participating communities/government agencies discover that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents, either the Contractor or any participating communities/government agencies may request an equitable adjustment in the price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, any Participating Municipalities/Government Agencies shall investigate such physical conditions, and if they differ substantially or materially from those shown on the plans or indicated in the contract documents, or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents, and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the any participating communities/government agencies shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

20. Directions of Participating Municipalities/Government Agencies

The Contractor, in carrying out the contract, shall conform to all determinations and directions of the Participating Municipalities/Government Agencies relating to the proper interpretations of the specifications, plans or drawings; the fitness of persons employed on the work site or the number thereof; the suitability, amount, quantity and value of anything done or used; any injury or loss sustained by the Contractor, and the amount thereof or any expense, loss or damage incurred by the City; and the Participating Municipalities/Government Agencies shall be referee of both parties to make such determinations and directions. The Contractor shall permit the Participating Municipalities/Government Agencies and persons designated by him to enter upon the work site and inspect the same at all reasonable times and in all places, and shall provide safe and convenient facilities for making such entry and inspection.

21. Product Testing and Compliance

In order to ensure compliance with specifications hereunder, the Contractor shall, upon the request of any Participating Municipalities/Government Agencies, comply with the following testing of the pavement marking material supplied hereunder. The manufacturer of the pavement marking material shall contract with an independent testing laboratory to sample and test each manufacturer's lot of materials. If the test results show that the material conforms to the specifications hereunder, the manufacturer shall complete a certificate of compliance attesting to such compliance and that certificate shall be provided to the requesting participating community/government agency prior to the application of materials from that lot. Separate certificates of compliance shall upon request of any Participating Municipalities/Government Agencies be provided for each lot of materials utilized.

In addition, the Participating Municipalities/Government Agencies may from time to time and without prior notice to the Contractor take random samples of the materials supplied hereunder for testing. If said randomly tested materials do not comply with the specifications hereunder the Participating Municipalities/Government Agencies reserves the right to terminate this contract immediately and take other action within its rights hereunder and under the law.

22. MBTA Right of Way Work

- a. Any contractor doing work in the right of way on the MBTA will be required to have all employees working in said zone complete an MBTA Safety Training and abide by all regulations and requirements associated with the MBTA Safety Department while working in this area.
- b. This shall include the use of flagmen and any other requirement put forth by the MBTA.
- c. All costs associated with this work shall be borne by the contractor.

23. Anti-Discrimination

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or ancestry. The aforesaid provisions shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; conditions or privileges of employment; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in

conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination setting forth the provisions of the fair employment practice law of the Commonwealth. The aforesaid provisions shall be binding upon all subcontractors except subcontractors for standard commercial supplies or raw materials.

24. Schedules and Deadlines

- a. Contractors must make a diligent effort to coordinate scheduled work among Participating Municipalities/Government Agencies.
- b. Contractors shall complete all work of a continuous nature scheduled and called for by the Participating Municipalities/Government Agencies prior to leaving a worksite or the municipality unless so authorized by the Participating Municipality/Government Agency.
- c. Contractor supervisory personnel shall be consistent for all work of a continuous nature (i.e. same job, same supervisor).
- a. Best Efforts: All parties will make their best efforts to schedule work so as to avoid undue delay and repeated postponements, and to keep costs as low as possible.
- b. Start and Finish Work: Contractors shall be available to begin work at locations designated by the Town no later than five (5) business days from the date of execution of a Contract or on a schedule approved by the Participating Municipalities/Government Agencies. Once work has been started, Contractors shall remain on the job until all scheduled work is completed to the satisfaction of Participating Municipalities/Government Agencies.
- c. Assignment: Contracts may not be assigned, in whole or in part, by any Contractor without the prior written consent of the Participating Municipalities/Government Agencies.
- d. Sub-Contracting: Contracts may not be assigned, in whole or in part, by any Contractor without the prior written consent of the Participating Municipalities/Government Agencies. Contractors may sub-contract any, or all of Participating Municipalities/Government Agencies scheduled work; however, the Contractor must inform the Participating Municipality/Government Agency as to the name and qualifications of the selected sub-contractor 72 hours prior to the work being performed and work

can only proceed if the Participating Municipality/Government Agency approves the use of the selected subcontractor. Such consent shall be considered temporary and conditional, and may be revoked at any time at the Participating Municipality/Government Agency's discretion. If the selected sub-contractor is rejected by the Participating Municipality/Government Agency, then the Contractor must find a suitable alternative for the work at no additional cost to the Participating Municipality/Government Agency. All standards expressed in the contract documents apply to the approved sub-contractor as well. The Contractor will be responsible for the quality of the work by the sub-contractor. All damages by the sub-contractor will be repaired in a timely manner at no additional cost to the Participating Municipalities/Government Agencies.

- e. Presence Known to Municipality: All work must be scheduled in advance and performed with the knowledge and consent of the Participating Municipality/Government Agency. Contractors may not perform work within Participating Municipalities/Government Agencies absent such knowledge and consent.
- f. Timeliness and Approved Delays: Time shall be of the essence regarding performance of each and every portion of the contracted work. Work schedules approved by the Participating Municipality/Government Agency shall be binding upon the Contractor except for reasonable delays due to weather, failure of the Participating Municipality/Government Agency in the timely performance of any of its prerequisite obligations, or site-related circumstances beyond the control of the Contractor. Extensions of time resulting from such delays are subject to approval by the Participating Municipality/Government Agency and may not be unreasonably withheld.
- g. Postponed Work: Postponed work attributable to a Participating Municipality/Government Agency will be rescheduled at the earliest possible date after the postponed start date, but not later than 3 weeks thereafter
- h. Failure to Appear for Scheduled Work: In addition to the penalties noted in the preceding paragraph, Contractors that fail to appear for or cancel scheduled work to which police, flag people or public works personnel are assigned on an additional pay basis, will be subject to contract back charges for costs incurred at the discretion of Participating Municipalities/Government Agencies. Such charges may include preparation by others that is required to be repeated.

- i. Engaging The Next Lowest Bidder: Participating Municipalities/Government Agencies may elect, upon failure of the Low Bid Contractor to comply in a timely manner with the requirements of this section (Schedules and Deadlines), to a) invoke a non-performance penalty of \$1,000 per day (deductible from rendered invoices), or b) engage the services of the next lowest bidder at his price as bid; provided that in either case the Low Bid Contractor has failed to appear and to provide the requested services within 24 hours of receipt of written notice of the Participating Municipality's/Government Agency's intentions and its basis for such action. Once this provision is exercised, the Participating Municipality/Government Agency may, but shall not be obligated to, resume service by the Low Bid Contractor. Re-engagement of the Low Bid Contractor shall be at its Bid prices and without breach of the Contract between the Parties.

20. Legal Damages

- a. If Contractors neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by Participating Municipalities/Government Agencies, then Contractors hereby agree, as a part consideration for the awarding of this Contract, to pay to Owner the amount of \$1,000.00 per day, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contract shall be in default after the time stipulated in the Contract for completing the work.
- b. The said amount is fixed and agreed upon by and between Contractors and Participating Municipalities/Government Agencies because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages Participating Municipalities/Government Agencies would in such event sustain, and said amount is agreed to be the amount of damages which Participating Municipalities/Government Agencies would sustain and said amount shall be retained from time to time by Participating Municipalities/Government Agencies from current periodical estimates.

21. Termination

- a. Each Participating Municipality/Government Agency or a Contractor may terminate the Agreement for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties in a timely and proper manner.
- b. A Participating Municipality/Government Agency shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.

- c. Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except that:

Each Participating Municipality/Government Agency shall remain liable for payments for the services and/or expenses of a Contractor accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the Participating Municipality/Government Agency as a result of the Contractor's default, if any), as determined by the Contracting Authority, but for no other amounts including, without limitation, claims for lost profits on work not performed.

The Contractor shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

22. Invoicing & Payment

- a. With any invoice, the CONTRACTOR shall submit evidence satisfactory to the Participating Municipalities/Government Agencies that the goods or services have been delivered and/or that the work has been completed in accordance with this Agreement.
- b. Invoices shall clearly indicate quantities, hours, prices and other applicable measures that can be verified by Participating Municipalities/Government Agencies on the basis of documented inspection by the Participating Municipality/Government Agency, or by weight, service or delivery slips provided at the time work was performed or delivery/pick-up occurred.
- c. Invoices shall reference the correct contract number i.e. MAPC 2022 – Road Paint XX.
- d. Pricing shall be based on unit (or other) prices as bid. Any pricing not listed in the bid will not be honored.
- e. Payment for services rendered in accordance with any Contract will be made pursuant to M.G.L. c. 30 §39G on a monthly basis, thirty days after receipt of an invoice for work performed or materials supplied the previous month.
- f. The Participating Municipalities/Government Agencies shall pay the CONTRACTOR ninety percent of the invoice. Upon satisfactory completion of the work and thirty days after receipt of an invoice for final payment, the

Participating Municipalities/Government Agencies shall pay the CONTRACTOR all amounts due under the Contract, including the retainage.

- g. The Participating Municipalities/Government Agencies shall not make payments in advance.
- h. If a Participating Municipality/Government Agency objects to all or part of any invoice, the Participating Municipality/Government Agency shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.
- i. Payment of the amounts due under any Contract shall release the Participating Municipality/Government Agency and its officers, employees, boards, commissions, committees, agents and representatives from any and all claims and liability in any way relating to the Contract or anything done in pursuance thereof.
- j. No payment by a Participating Municipality/Government Agency to a Contractor shall be deemed to be a waiver of any right of the Participating Municipality/Government Agency or ratification by the Participating Municipality/Government Agency of any breach by the Contractor.

23. Contract Administration Fees – Reporting, Payment & Auditing

- a. Contractors will be required to report to MAPC on all goods and services purchased by any Participating Municipalities/Government Agencies through all resulting contracts. Vendors will provide MAPC with detailed reports within three (3) weeks after the close of the contracted year. Reports shall contain all data pertinent to the purchase of all goods and services. Reports must be provided in electronic form (preferably .xls, .csv or .txt format) delivered via e-mail, and in printed form if requested.
- b. Contractors must also provide MAPC with copies of all invoices sent to Participating Municipalities/Government Agencies for all goods or services delivered and work performed under resulting contracts. MAPC will also contact the Participating Municipalities/Government Agencies to verify the information provided by the Contractors.
- c. Contractors will be required to pay to MAPC a Contract Administration Fee of .8 % (eight tenths of one percent) of the total invoiced amount of goods and services purchased through all resulting contracts and reported in biannual reports.

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- d. MAPC will invoice Vendors after which payment of the quarterly Contract Administration Fee is due from the Vendor to MAPC within 30 days of invoicing.
- e. MAPC may lower, but will not increase, the Contract Administration Fee at any time during the term of this contract, in which case the cost reduction to the Proposer shall be reflected as a discount on the quotes provided to Buyers.
- f. MAPC will audit Contractor's records as often as it deems necessary.
- g. Contractor hereby grants MAPC, or its agent, open and free access to all records and books of account bearing evidence of business transactions relating to materials and services provided to Participating Municipality/Government Agency under resulting contracts.
- h. Contractor shall make available to MAPC upon request, and within a reasonable time, copies of documentation sufficient for MAPC to determine that Contractor is in compliance with this section.
- i. Contractor shall be determined to be in compliance with this section when it is shown that Contractor, through its own actions, has timely met and is presently meeting all of its obligations as set forth in this section.
- j. If Contractor is found to be in non-compliance with this section, Contractor shall be given a reasonable time to cure.
- k. If after a reasonable time Contractor has not cured and continues to be in non-compliance, MAPC will pursue appropriate actions against Contractor for the collection of administration fees due to MAPC under this section and notify Contractor in writing of MAPC's actions. Additionally, MAPC will:
 - 1) Report Contractor's non-compliance to the Participating Municipalities/Government Agencies; and,
 - 2) Deem Contractor "not responsible" in any future bid or bids performed by MAPC for a period of 3 years from the date of MAPC's written notification to the Contractor of MAPC's actions to pursue collection of administration fees.
- l. At a minimum MAPC will audit Contractor at least once within 90 days after the termination date of the contract as a step in closing out the contract.

Contractor agrees to be bound by the terms and conditions of the IFB and the contract documents through such audit period, or until sooner released in writing by MAPC, and agrees to immediately pay MAPC any and all Administration fees unpaid and due as a result of any MAPC audit.

m. If Contractor does not immediately pay MAPC any and all Administration fees unpaid and due as a result of an audit to close-out the contract within a reasonable time, MAPC will pursue appropriate actions against Contractor for the collection of administration fees due to MAPC and notify Contractor in writing of MAPC's actions. Additionally, MAPC will:

- 1) Report Contractor's non-compliance to the Participating Municipalities/Government Agencies; and,
- 2) Will deem Contractor "not responsible" in any future bid or bids performed by MAPC for a period of 3 years from the date of MAPC's written notification to the Contractor of MAPC's actions to pursue collection of administration fees.

24. Record Keeping

- a. Contractors shall make, and keep, at least six (6) years after final payment, books, records, and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Contractors, and until the expiration of six (6) years after final payment, the Office of the Inspector General, and the Deputy Commissioner of Capital Planning and Operations from any Participating Municipality or Government Agency shall have the right to examine any books, documents, papers or records of the Contractors or his/her/its Subcontractors that directly pertain to, and involve transactions relating to the Contractor or his/her/its Subcontractors.
- b. All record keeping shall be in full compliance with M.G.L. c. 30 § 39R.
- c. MAPC and the Participating Municipalities/Government Agencies reserve the right to audit all contractor transactions reported or assumed to be associated with any MAPC or Participating Municipalities/Government Agencies collective purchasing contracts. Contractors agree to provide MAPC, the Participating Municipalities/Government Agencies, or their agents reasonable access to relevant records and to respond promptly to pertinent inquiries.

25. Warranty and Remedies

The Contractor warrants that (1) the goods to be supplied pursuant to this contract are fit and sufficient for the purpose intended, (2) the goods are merchantable, of good quality and free from defects, whether patent or latent, in material or workmanship, and (3) the goods sold to buyer pursuant to this contract conform to all of the requirements set forth herein. If, within three (3) years of the date of installation, the traffic markings provided hereunder do not meet the provisions set forth herein or fail to perform in any way including, without limitation, poor adhesion or premature deterioration, the Contractor shall replace each item at no cost to any Participating Municipalities/Government Agencies.

26. Miscellaneous

- a. Terms, conditions and requirements peculiar to specifications for named types of work shall supersede those contained in the "General Information" section of this IFB.
- b. Neither the Metropolitan Area Planning Council (MAPC), nor other Participating Municipalities/Government Agencies are responsible for satisfying or assisting in collection of debts owed contractors by a single Participating Municipality/Government Agency for services or materials delivered pursuant to this IFB.
- c. In the event the Parties loan equipment of any kind to each other, they promise to return the equipment in equal or better condition at the conclusion of use.
- d. Participating Municipalities/Government Agencies reserve the right to add related items to any contract resulting from this IFB during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Participating Municipality/Government Agency.

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Section IV: Forms

The following pages contain ALL FORMS that must be included with each bid. See IFB Section 10, How to Submit a Bid for more information. Please read each form, complete them accurately and make certain they are enclosed with each bid in the order in which they are listed. Contact Kelsi Champley at kchampley@mapc.org or (617) 933-0766 with any questions.

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Form A - General Bid Form

[ATTACH this cover sheet to each Bid Price Form submitted. Note: Company name and agent's initials are required on Each Bid Price Form.]

MAPC Collective Purchasing for Road Paint and Pavement Markings

MAPC 2022 – Road Paint

Item(s) : Road Paint and Pavement
Markings

Description:

Addenda: _____

Bidder certifies as follows:

- Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- Bidder certifies that its bid shall constitute the certification of the bidder that it is able to and will furnish labor that can work in harmony with all elements of labor employed or to be employed on the work.
- Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.)

Submits the attached Bid Price Form as its bid pertaining to the Invitation for Bids and the specific Item(s) referenced above to the Participating Municipalities/Government Agencies on the authority of the undersigned and as dated below. The Bidder confirms and pledges to abide by and be held to the requirements of this IFB and its resulting Contract(s), and further, to diligently and

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promptly perform any tasks and deliver any documents required, and to execute a Contract with any Participating Municipality/Government Agency.

Form A - General Bid Form (Page 2)

Authorized agent of the Bidder [If a corporation, attach certificate of vote or apply corporate seal to this page.]

* Affix Corporate Seal



Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date:

Contact for Bidder

_____ - _____ - _____ - _____ - _____

Telephone for Contact

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Fax for Contact

E-Mail for Contact

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Form B Certificate of Non-Collusion

The undersigned certifies, under penalties of perjury, that this Bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date:

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Form C - Certificate of Tax Compliance

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Bidder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date:

Form D - Conflict of Interest Certification

The Bidder hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Invitation for Bids.
2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Bidder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the Contract (pursuant to this Invitation for Bids) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.
4. The Bidder understands that the Massachusetts Conflict of Interest Law, M.G.L. c. 268A, applies to the Bidder with respect to the transaction outlined in the Invitation for Bids.
5. The Bidder understands that the Bidder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

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Printed Title

Date:

Form E - Certificate of Corporate Bidder

I, _____, certify that I am the _____ of the Corporation named as Bidder in the attached Bid Form; that _____, who signed said Bid Form on behalf of the Bidder was then _____ of said Corporation; that I know his/her signature hereto is genuine and that said Bid Form was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

IFB # MAPC 2022 – Road Paint
Due Date: November 16, 2022 1:00 PM.
Public Works Services and Materials

Date:

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bidder on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

IFB # MAPC 2020 – Road Paint
Due Date: August 26, 2020 1:00 PM.
Public Works Services and Materials

Form F - Certificate of Compliance with M.G.L. c. 151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date:

IFB # MAPC 2022 – Road Paint
Due Date: November 16, 2022 1:00 PM.
Public Works Services and Materials

Form G - Certificate of Non-Disbarment

The Bidder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Bidder shall inform MAPC within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date:

IFB # MAPC 2022 – Road Paint
Due Date: November 16, 2022 1:00 PM.
Public Works Services and Materials

Form H - Letter of Availability

To: Participating Municipalities/Government Agencies

From:

Date: _____

IFB#: MAPC 2022 – Road Paint - Letter of Availability

This document constitutes an agreement between the Contractor and the Participating Municipalities/Government Agencies executing a contract for the service Item specified below and will become part of the General Contract for the service Item. Your bid in response to the Participating Municipalities/Government Agencies for Bids [“IFB”] referenced above was the second lowest bid for:

Item #: _____

Description: _____

As required by the IFB, you certify that you will:

1. Guarantee your bid prices for the initial contract period from date of contract execution through December 1, 2023.
2. Respond and perform the needed services if called upon.
3. Work cooperatively with a requesting municipality to address its need at hand.
4. Perform the services bid on an agreed schedule consistent with the Towns’ needs.
5. Comply with all the requirements of the “Contractual Agreement for Public Works Services” and its accompanying documents.
6. Deliver bonds and certificates prior to performance, provided a requesting Participating Municipality/Government Agency may waive the timing requirement of delivery if judged to be in its best interest.

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I understand that my commitment is to perform services on a temporary basis, or for the duration of the contract, as specified by the requesting municipality. I further understand that a requesting municipality may, but is not obligated to, contract with me to perform the subject services in the event of default or termination of its contract with the low bidder.

Form H - Letter of Availability (Page 2)

X _____

* Affix Corporate Seal ☐

* Signature

* Name

* Title

* Date



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Form I – Contract

The following pages contain the general contract. It will be combined with the content of Doc #00 (the IFB Document), relevant specifications and Bid Price Forms, and the required bonds and certificates to be provided by the Contractor.

***IMPORTANT !
BIDDERS ARE REQUIRED TO COMPLETE THE CONTRACT, SIGN AND SEAL IT
(IF APPLICABLE)***

CONTRACTUAL AGREEMENT FOR PUBLIC WORKS SERVICES

ARTICLE 1

CONTRACTING PARTIES

- 1.1 THIS AGREEMENT made effective by dated signature of the Parties hereto, by and between the Participating Municipality/Government Agency named in Article 10.1 and signatory hereto ["Municipality/Government Agency"], a municipal corporation or government agency organized under the laws of the Commonwealth of Massachusetts acting by and through its Contracting Authority ["Contracting Authority"], and _____
["Contractor"] whose principal office address and state of incorporation are set forth in Section 10.4.

ARTICLE 2

SUBJECT

- 2.1 WHEREAS, the Municipality/Government Agency desires to retain the Contractor to provide certain services for the Municipality/Government Agency, and the Contractor is willing to accept such engagement, on the terms of the Invitation for Bids [IFB] entitled:

IFB#: MAPC 2022 – Road Paint, as it relates to:

Bid Item : Road Paint

Description: Road Paint and Pavement Markings

and as hereinafter set forth.

The provisions of the IFB and the Contractor's Bid are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

- | | |
|-------------------|---------------------------------|
| Highest Priority: | Amendments to Contract (if any) |
| Second Priority: | Contract |
| Third Priority: | Addenda to the IFB (if any) |
| Fourth Priority: | IFB |
| Fifth Priority: | Contractor's Bid. |

- 2.2 NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 3

ENGAGEMENT OF THE CONTRACTOR

- 3.1 The Municipality/Government Agency hereby engages the Contractor, and the Contractor hereby accepts the engagement, to perform certain services to the Municipality/Government Agency, as described in Article 2.
- 3.2 In the performance of service under this Agreement, the Contractor acts at all times as an independent contractor and shall not be entitled to receive any benefits of employment with the Municipality/Government Agency, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation. There is no relationship of employment or agency between the Municipality/Government Agency, on the one hand, and the Contractor on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this Agreement which the parties view as consistent with their independent contractor relationship.

ARTICLE 4

SERVICES OF THE CONTRACTOR

- 4.1 The Contractor will perform the services described in the specifications pertaining to the Service Item identified in Section 2.1 (above) ["Work"].
- 4.2 The Contractor shall report, and be responsible, to the Contracting Authority or his/its designee as set forth on Exhibit A.
- 4.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the Contracting Authority. The Municipality/Government Agency shall be under no obligation to pay for any services performed by the Contractor not explicitly agreed to by the Municipality/Government Agency in advance in writing.
- 4.4 The Contractor represents and warrants to the Municipality/Government Agency as follows:
- 4.4.1 That it and all its personnel (whether employees, agents or independent contractors) are qualified and duly licensed as required by law and/or local municipal code to perform the services required by this Agreement.

- 4.4.2 That it further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.
- 4.4.3 That it will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
- 4.4.4 That it is not a party to any agreement, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 4.4.5 That all written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise), which are produced by the Contractor as work pursuant to this agreement, shall be deemed to be "work for hire" and the copyright thereto shall be the property of the Municipality/Government Agency.

ARTICLE 5

PERIOD OF SERVICES

- 5.1 The term of this Agreement shall commence on date of execution, and continue until December 1, 2023.
- 5.2 The Contractor agrees to proceed with Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. The Contractor acknowledges that time is of the essence as it relates to performance under this Agreement.

ARTICLE 6

PAYMENTS TO THE CONTRACTOR

- 6.1 Compensation to due to the Contractor shall be paid as specified in General Terms & Conditions, Section 22 of the IFB.

ARTICLE 7

TERMINATION

- 7.1 Either the Municipality/Government Agency or the Contractor may terminate this Agreement for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 7.2 The Municipality/Government Agency shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 7.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except that:

- 7.3.1 The Municipality/Government Agency shall remain liable for payments for the services and/or expenses of Contractor accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the Municipality/Government Agency as a result of the Contractor's default, if any), as determined by the Contracting Authority, but for no other amounts including, without limitation, claims for lost profits on work not performed.
- 7.3.2 The Contractor shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 8

INSURANCE AND INDEMNIFICATION

- 8.1 The Contractor shall compensate the Municipality/Government Agency for all damage to the Municipality's/Government Agency's property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Municipality/Government Agency and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

Neither the Municipality/Government Agency, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

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- 8.2 Before commencing Work, the Contractor shall obtain, and shall maintain throughout the term of this Agreement, insurance at limits specified in the IFB and provide written documentation of such in the form specified in the IFB.
- 8.3 The Contractor shall give the Municipality/Government Agency twenty (20) days written notice and characterization in the event of any change or cancellation of coverage.

ARTICLE 9

GENERAL PROVISIONS

- 9.1 Upon the expiration or termination of this Agreement for any reason, any data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the Contractor (whether completed or in process) shall become the property of the Municipality/Government Agency. The Contractor shall immediately deliver or otherwise make available all such material to the Municipality/Government Agency.
- 9.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect. The Contractor shall not assign any money due or to become due to the Contractor unless the Municipality/Government Agency shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- 9.3 Except as otherwise expressly provided in this Agreement, any decision or action by the Municipality/Government Agency relating to this Agreement, its operation, or termination, shall be made by the Contracting Authority or otherwise as delegated or assigned in Exhibit B.
- 9.4 This Agreement, together with its Exhibits, the IFB referenced above and its Addenda, the required supplemental documents and any additional exhibits, constitute the entire agreement between the Municipality/Government Agency and the Contractor with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by the Municipality/Government Agency and the Contractor. Any notices required or allowed shall be sent by receipt-verified mail or courier to the persons designated in Exhibit B.
- 9.5 In the event any terms and conditions of this Agreement conflict with those contained in the IFB and its Addenda, the IFB and its Addenda shall prevail.

- 9.6 This Agreement is governed by the laws of Massachusetts and shall be construed in accordance therewith, regardless of choice of law principles.
- 9.7 Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts in the county in which the Municipality/Government Agency lies, and in no other court or jurisdiction.
- 9.8 The Contractor shall hereby acknowledge that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Municipal property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Municipality/Government Agency shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.
- 9.9 No action or failure to act by the Municipality/Government Agency shall constitute a waiver of a right or duty afforded to the Municipality/Government Agency under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Municipality/Government Agency shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Municipality/Government Agency. No waiver by the Municipality/Government Agency of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- 9.10 If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Municipality/Government Agency in writing.
- 9.11 The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- 9.12 The Contractor shall not represent or purport to represent that it speaks for the Municipality/Government Agency vis-à-vis the media or the public at-large

- without the Municipality's/Government Agency's express, written consent in advance.
- 9.13 Prior to commencing services under this Contract, the Contractor shall furnish the Municipality/Government Agency, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an afterhours emergency.
- 9.14 By entering into this Agreement, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- 9.15 By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C § 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- 9.16 The Contractor understands that the Massachusetts Conflict of Interest Law, M.G.L. c. 268A, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- 9.17 Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149 §§ 26-27G, if they are applicable.
- 9.18 The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex

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object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

- 9.19 If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- 9.20 The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.

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ARTICLE 10

This Contract is executed in one (1) copy as a sealed instrument.

SIGNATURES

10.1 For the Municipality/Government Agency by, or on behalf of its Contracting Authority:

Municipality

X_____
Signature

Printed Name

Printed Title

Phone

Fax

e-mail

10.2 Approved As To Funds Available:

X_____
Signature

Name

Title

Date

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10.3 Approved as to form only:

x _____
Signature

Printed Name

Printed Title

Date

Firm

10.4 For the CONTRACTOR:

x _____
Signature

Printed Title

Printed Name

Date

Company Name

Street/P.O. Box

City, State, ZIP

Phone

Fax

e-mail

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Affix Corporate Seal ☐
(or mark “n/a”)



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EXHIBIT A

NOTICE ADDRESSEES

A.1 For the Municipality/Government Agency:

Printed Title

Printed Name

Company Name

Street/P.O. Box

City, State, ZIP

Phone

Fax

email

A.2 For the Contractor:

Printed Title

Printed Name

Company Name

Street/P.O. Box

City, State, ZIP

Phone

Fax

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e-mail

EXHIBIT B

ATTACHMENTS

1. Invitation for Bids # **MAPC 2022 – Road Paint**
2. Bid Item Specification * IFB Doc # MAPC 2022 Road Paint
3. Other Bid Documents:
 - Bid Price Form
 - General Bid Form
 - Certificate of Non-Collusion
 - Certificate of Tax Compliance
 - Conflict of Interest Certification
 - Certificate of Corporate Bidder
 - Certificate of Compliance with M.G.L. c. 151B
 - Certificate of Non-Debarment
 - Letter of Availability
 - References
 - List of Subcontractors
4. Other Documents:
 - Bid Bond
 - Labor and Materials Bond (provided prior to start of work)
 - MBE/WBE Letters of Intent & Schedules of Participation (provided prior to start of work)
 - Performance Bond (provided prior to start of work)
 - Insurance Certificate (provided prior to start of work)

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Appendix A – List of Bid Documents

List of Bid Documents

The following documents apply to this IFB:

- I. Invitation for Bids
- II. Specifications & Bid Price Forms
- III. Prevailing Wages

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Appendix B – MassDOT Price Adjustment Clauses

The following unnumbered pages contain the MassDOT Price Adjustment Clauses.

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DOCUMENT 00812

SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE –
ENGLISH UNITS

Revised: 01/26/2009

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the Commonwealth, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (www.mhd.state.ma.us) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

ITEMS COVERED	FUEL FACTORS	
	Diesel	Gasoline
Excavation: and Borrow Work: Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144., 150, 150.1, 151 and 151.1 (Both Factors used)	0.29 Gallons / CY.	0.15 Gallons / CY

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Surfacing Work: All Items containing Hot Mix Asphalt	2.90 Gallons / Ton	Does Not Apply
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***** END OF DOCUMENT *****

DOCUMENT 00811
SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES
ENGLISH UNITS
Revised: 02/02/2009

This provision applies to all projects using greater than 100 tons of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Notice to Contractors section of the bid documents.

The Price Adjustment will be based on the variance in price for the liquid asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges. This Price Adjustment will occur on a monthly basis.

Base Price

The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price detailed below.

Period Price

Please note that, starting December 15, 2008, two sets of period prices will be posted each month on the Mass Highway website at <http://www.mhd.state.ma.us/>. They will be labeled "New Asphalt Period Price Method" and "Old Asphalt Period Price Method".

New Asphalt Period Price Method

The "New Asphalt Period Price Method" is for contracts bid after December 15, 2008 and will show the Period Price of liquid asphalt for each monthly period as determined by Mass Highway using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. Mass Highway will post this Period Price on this website within two (2) business days following their receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted Mass Highway the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor.

Old Asphalt Period Price Method

The "Old Asphalt Period Price Method" Period Price will be for contracts bid on or before December 15, 2008 and will contain liquid asphalt prices as determined by the old or previous method. These prices will continue to be posted on Mass Highway's website until all contracts using the "Old Asphalt Period Price Method" Period Price have been closed.

New and Old Asphalt Period Price Methods

The paragraphs below apply to both the New and the Old Asphalt Period Price Methods.

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The Contract Price of the hot mix asphalt mixture will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt mixtures placed during each monthly period times the liquid asphalt content percentage times the variance in price between Base Price and Period Price of liquid asphalt.

This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department approved extension of time.

***** END OF DOCUMENT *****

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DOCUMENT 00814

SPECIAL PROVISIONS
PRICE ADJUSTMENT FOR PORTLAND CEMENT CONCRETE MIXES

January 12, 2009

This provision applies to all projects using greater than 100 Cubic Yards (76 Cubic Meters) of Portland cement concrete containing Portland cement as stipulated in the Notice to Contractors section of the Bid Documents. This Price Adjustment will occur on a monthly basis.

The Price Adjustment will be based on the variance in price for the Portland cement component only from the Base Price to the Period Price. It shall not include transportation or other charges.

The Base Price of Portland cement on a project is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price (see below) and found in the Notice to Contractors.

The Period Price of Portland cement will be determined by using the latest published price, in dollars per ton (U.S.), for Portland cement (Type I) quoted for Boston, U.S.A. in the **Construction Economics** section of *ENR Engineering News-Record* magazine or at the ENR website <http://www.enr.com> under **Construction Economics**. The Period Price will be posted on the Mass Highway website the Wednesday immediately following the publishing of the monthly price in ENR, which is normally the first week of the month.

The Contract Price of the Portland cement concrete mix will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The price adjustment applies only to the actual Portland cement content in the mix placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M4.02.01. No adjustments will be made for any cement replacement materials such as fly ash or ground granulated blast furnace slag.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of cubic yards of Portland cement concrete placed during each monthly period times the Portland cement content percentage times the variance in price between the Base Price and Period Price of Portland cement.

This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department-approved extension of time.

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*

END OF DOCUMENT

DOCUMENT 00813

SPECIAL PROVISIONS
PRICE ADJUSTMENT FOR STRUCTURAL STEEL AND REINFORCING STEEL
ENGLISH UNITS

December 1, 2008

This provision only applies to those projects that contain Price Adjustments for all structural steel and reinforcing steel as stipulated in the Notice to Contractors. When used, this provision applies to all structural steel and reinforcing steel. This provision does not apply to sole, masonry, and shim plates, bolts, pins, welds, or other miscellaneous steel. Price Adjustments will occur after submittal by the Contractor to the Department of certified paid mill invoices for the Contractor's purchase of unfabricated structural steel material, including, but not limited to, rolled shapes, plate steel, sheet piling, pipe piles, steel castings, steel forgings, guardrail, and unfabricated reinforcing steel bars.

Base Prices and Mill Prices shall be defined as follows:

Base Prices of unfabricated structural steel material and unfabricated reinforcing steel bars on a project are fixed prices determined by the Department and found in the Notice to Contractors.

Base Mill Prices of unfabricated structural steel material and unfabricated reinforcing steel bars on a project are the actual prices paid by the Contractor to a steel mill for this material and contained in certified paid invoices submitted to the Department by the Contractor.

Price Adjustments will be variances between Base Prices and Mill Prices.

Price Adjustments will not include the costs of shop drawing preparation, handling, fabrication, coatings, transportation, storage, installation, profit, overhead, fuel surcharges, or other such charges not related to the cost of the unfabricated structural or reinforcing steel itself. The invoiced weight of steel shall not exceed the final shipping weight of the fabricated part by more than 10%.

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The Contractor will be paid for fabricated structural steel or fabricated reinforcing steel under the respective contract pay items for all components constructed of either structural steel or reinforced portland cement concrete.

Price Adjustments, as herein provided for and adjusted either upwards or downwards, will be paid separately. Price Adjustments will be determined by multiplying the number of pounds of structural steel material or unfabricated reinforcing steel bars contained in the Contractor's certified paid invoice by the variance between the Base Price and the Mill Price of the structural steel material or unfabricated reinforcing steel bars.

The Base Mill Price shall be contained in a certified paid invoice submitted by the Contractor to the Department as part of a notarized affidavit clearly stating the weight of material and the price paid to the steel mill for the structural steel material or unfabricated reinforcing steel bar.

Price Adjustments will be made only if variances between Base Prices and Base Mill Prices are 5% or more. Once the 5% threshold has been achieved, the adjustment will apply to the full variance from the Base Price.

No Price Adjustment will be made after the contract completion date, unless the Department has approved an extension of contract time for that contract.

END OF DOCUMENT

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Appendix C – Prevailing Wage Rates

Prevailing Wage information, reporting forms and applicable hourly rates are incorporated into a separate document. It will accompany the IFB when sent to bidders.

IMPORTANT! All payroll reporting required by law will be carried out between Participating Municipalities/Government Agencies and Contractors. The Metropolitan Area Planning Council is not a party to the Contracts resulting from this IFB.

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Appendix D – MassDOT Standard Specifications Subsection 860 Reflectorized Pavement Markings

MassDOT Standard Specifications Subsection 860 Reflectorized Pavement Markings (as amended) may be obtained online from MassDOT Highway Website.